

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

MAXITRANSFERS LLC, a foreign limited  
liability company,

Plaintiff,

vs.

MIXTECA GROUP LLC, a domestic  
limited liability company,

Defendant.

No. 2:24-cv-01015

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, trade secret, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following documents and tangible things  
3 produced or otherwise exchanged: any documents containing the names, addresses, or other PII  
4 of the parties' customers, agents, affiliates, subsidiaries, partners, or authorized delegates and  
5 financial records for the parties including bank records, bank statements, account numbers,  
6 canceled checks, credit and/or debit card numbers, ACH and/or wire transfer numbers or  
7 information, and any documents containing proprietary or trade secret information such as, but  
8 not limited to, volume of transactions, amount of transactions, information relating to  
9 Maxitransfers' other accounts, agents, partners, affiliates, authorized delegates, or subsidiaries.

10 3. SCOPE

11 The protections conferred by this agreement cover not only confidential material (as  
12 defined above), but also (1) any information copied or extracted from confidential material; (2)  
13 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
14 conversations, or presentations by parties or their counsel that might reveal confidential material.

15 However, the protections conferred by this agreement do not cover information that is in  
16 the public domain or becomes part of the public domain through trial or otherwise.

17 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

18 4.1. Basic Principles. A receiving party may use confidential material that is disclosed  
19 or produced by another party or by a non-party in connection with this case only for prosecuting,  
20 defending, or attempting to settle this litigation. Confidential material may be disclosed only to  
21 the categories of persons and under the conditions described in this agreement. Confidential  
22 material must be stored and maintained by a receiving party at a location and in a secure manner  
23 that ensures that access is limited to the persons authorized under this agreement.

24 4.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
25 ordered by the court or permitted in writing by the designating party, a receiving party may  
26 disclose any confidential material only to:

1 (a) the receiving party's counsel of record in this action, as well as employees  
2 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

3 (b) the officers, directors, and employees (including in house counsel) of the  
4 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties  
5 agree that a particular document or material produced is for Attorney's Eyes Only and is so  
6 designated;

7 (c) experts and consultants to whom disclosure is reasonably necessary for  
8 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound"  
9 (Exhibit A);

10 (d) the court, court personnel, and court reporters and their staff;

11 (e) copy or imaging services retained by counsel to assist in the duplication of  
12 confidential material, provided that counsel for the party retaining the copy or imaging service  
13 instructs the service not to disclose any confidential material to third parties and to immediately  
14 return all originals and copies of any confidential material;

15 (f) during their depositions, witnesses in the action to whom disclosure is  
16 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"  
17 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of  
18 transcribed deposition testimony or exhibits to depositions that reveal confidential material must  
19 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
20 under this agreement;

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information.

23 4.3. Filing Confidential Material. Before filing confidential material or discussing or  
24 referencing such material in court filings, the filing party shall confer with the designating party,  
25 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
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1 remove the confidential designation, whether the document can be redacted, or whether a motion  
2 to seal or stipulation and proposed order is warranted. During the meet and confer process, the  
3 designating party must identify the basis for sealing the specific confidential information at issue,  
4 and the filing party shall include this basis in its motion to seal, along with any objection to  
5 sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be  
6 followed and the standards that will be applied when a party seeks permission from the court to  
7 file material under seal. A party who seeks to maintain the confidentiality of its information must  
8 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the  
9 motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied,  
10 in accordance with the strong presumption of public access to the Court's files.

11 **5. DESIGNATING PROTECTED MATERIAL**

12 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each party  
13 or non-party that designates information or items for protection under this agreement must take  
14 care to limit any such designation to specific material that qualifies under the appropriate  
15 standards. The designating party must designate for protection only those parts of material,  
16 documents, items, or oral or written communications that qualify, so that other portions of the  
17 material, documents, items, or communications for which protection is not warranted are not  
18 swept unjustifiably within the ambit of this agreement.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
20 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
21 unnecessarily encumber or delay the case development process or to impose unnecessary  
22 expenses and burdens on other parties) expose the designating party to sanctions.

23 If it comes to a designating party's attention that information or items that it designated  
24 for protection do not qualify for protection, the designating party must promptly notify all other  
25 parties that it is withdrawing the mistaken designation.  
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1           5.2. Manner and Timing of Designations. Except as otherwise provided in this  
2 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or  
3 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
4 be clearly so designated before or when the material is disclosed or produced.

5           (a) Information in documentary form: (*e.g.*, paper or electronic documents  
6 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), the designating party must affix the word “CONFIDENTIAL” to each page that  
8 contains confidential material. If only a portion or portions of the material on a page qualifies for  
9 protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by  
10 making appropriate markings in the margins).

11           (b) Testimony given in deposition or in other pretrial proceedings: the parties  
12 and any participating non-parties must identify on the record, during the deposition or other  
13 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other  
14 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after  
15 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the  
16 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
17 confidential information at trial, the issue should be addressed during the pre-trial conference.

18           (c) Other tangible items: the producing party must affix in a prominent place  
19 on the exterior of the container or containers in which the information or item is stored the word  
20 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
21 the producing party, to the extent practicable, shall identify the protected portion(s).

22           (d) Subpoenaed documents or information: if a party other than the producing  
23 party believes that a producing party produced a document containing or constituting  
24 confidential material of the non-producing party, the non-producing party may designate the  
25  
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1 document as confidential by so notifying all parties in writing within fourteen (14) days of  
2 service of the document.

3 Whenever a party other than the producing party designates a document produced by a  
4 producing party as confidential material, each party receiving the document shall affix the word  
5 "CONFIDENTIAL" to each page that contains confidential material as designated by the non-  
6 producing party. No party shall disclose a produced document to any person, other than the  
7 persons authorized to receive confidential material under paragraph 4, until after the expiration  
8 of the fourteen (14) day designation period specified in this subparagraph. After expiration of  
9 the fourteen (14) day designation period, if a document has been designated as confidential  
10 material, the parties may disclose confidential material to authorized persons provided the  
11 material has been properly marked "CONFIDENTIAL". If during the fourteen (14) day  
12 designation period a party discloses a produced document to a person not authorized to receive  
13 confidential material under paragraph 4, and that document is subsequently designated as  
14 confidential, the disclosing party shall cause all copies of the document to be destroyed or  
15 returned to the producing party, at the direction of the producing party.

16 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
17 designate qualified information or items does not, standing alone, waive the designating party's  
18 right to secure protection under this agreement for such material. Upon timely correction of a  
19 designation, the receiving party must make reasonable efforts to ensure that the material is  
20 treated in accordance with the provisions of this agreement.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1. Timing of Challenges. Any party or non-party may challenge a designation of  
23 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
25 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
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1 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
2 original designation is disclosed.

3 6.2. Meet and Confer. The parties must make every attempt to resolve any dispute  
4 regarding confidential designations without court involvement. Any motion regarding  
5 confidential designations or for a protective order must include a certification, in the motion or in  
6 a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
7 conference with other affected parties in an effort to resolve the dispute without court action. The  
8 certification must list the date, manner, and participants to the conference. A good faith effort to  
9 confer requires a face-to-face meeting or a telephone conference.

10 6.3. Judicial Intervention. If the parties cannot resolve a challenge without court  
11 intervention, the designating party may file and serve a motion to retain confidentiality under  
12 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
13 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
14 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
15 other parties) may expose the challenging party to sanctions. All parties shall continue to  
16 maintain the material in question as confidential until the court rules on the challenge.

17 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
18 LITIGATION

19 If a party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that  
21 party must:

22 (a) promptly notify the designating party in writing and include a copy of the  
23 subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to  
25 issue in the other litigation that some or all of the material covered by the subpoena or order is  
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1 subject to this agreement. Such notification shall include a copy of this agreement; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued  
3 by the designating party whose confidential material may be affected.

4 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
6 material to any person or in any circumstance not authorized under this agreement, the receiving  
7 party must immediately (a) notify in writing the designating party of the unauthorized  
8 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,  
9 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of  
10 this agreement, and (d) request that such person or persons execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
13 MATERIAL

14 When a producing party gives notice to receiving parties that certain inadvertently  
15 produced material is subject to a claim of privilege or other protection, the obligations of the  
16 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
17 provision is not intended to modify whatever procedure may be established in an e-discovery  
18 order or agreement that provides for production without prior privilege review. The parties agree  
19 to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

20 10. NON TERMINATION AND RETURN OF DOCUMENTS

21 Within 60 days after the termination of this action, including all appeals, each receiving  
22 party must return all confidential material to the producing party, including all copies, extracts  
23 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of  
24 destruction.

25 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
26 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,



1 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
2 work product, even if such materials contain confidential material.

3       The confidentiality obligations imposed by this agreement shall remain in effect until a  
4 designating party agrees otherwise in writing or a court orders otherwise.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED this 11th day of December, 2024.

3  
4 **AKERMAN LLP**

5 /s/ Eric I. Goldberg

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17 *Attorneys for Defendant/Counterclaim Plaintiff Mixteca Group LLC*

PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED: December 11, 2024


  
\_\_\_\_\_  
The Honorable Tana Lin  
United States District Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1 I, \_\_\_\_\_ [print or type full name], of  
2 \_\_\_\_\_ [print or type full address], declare under penalty of  
3 perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued  
4 by the United States District Court for the Western District of Washington on [date] in the case of  
5 \_\_\_\_\_ **[insert formal name of the case and the number and initials assigned to it by**  
6 **the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective  
7 Order and I understand and acknowledge that failure to so comply could expose me to sanctions and  
8 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any  
9 information or item that is subject to this Stipulated Protective Order to any person or entity except in  
10 strict compliance with the provisions of this Order.

11 I further agree to submit to the jurisdiction of the United States District Court for the Western  
12 District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order,  
13 even if such enforcement proceedings occur after termination of this action.

14 Date: \_\_\_\_\_

15 City and State where sworn and signed: \_\_\_\_\_

16 Printed name: \_\_\_\_\_

17 Signature: \_\_\_\_\_